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**IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF MONTANA
MISSOULA DIVISION**

**SAVE OUR CABINETS,
EARTHWORKS, and CLARK FORK
COALITION,**

Plaintiffs,

vs.

**UNITED STATES DEPARTMENT OF
AGRICULTURE, U.S. FOREST
SERVICE, and CHRISTOPHER S.
SAVAGE,**

Defendants,

and

MONTANORE MINERALS CORP.,

Defendant-Intervenor.

LIBBY PLACER MINING COMPANY,

Plaintiff,

vs.

**CV 16-53-M-DWM
CV 16-56-M-DWM**

**JOINT SETTLEMENT
AGREEMENT AND
STIPULATION ON
PLAINTIFFS' MOTIONS FOR
ATTORNEYS FEES AND
EXPENSES**

**UNITED STATES FOREST SERVICE,
U.S. DEPARTMENT OF
AGRICULTURE, and CHRISTOPHER
S. SAVAGE,**

**Defendants,
and**

MONTANORE MINERALS CORP.,

Defendant-Intervenor.

On May 21, 2018, this Court granted the parties' joint motion to stay briefing on the Plaintiffs' Motions for Attorneys Fees and Expenses in the two consolidated cases. This Court Ordered that: "Further proceedings on Plaintiffs' motion for an award of fees and costs, including the filing of memoranda and evidentiary and other materials supporting that motion, are stayed for an additional 30 days, until June 25, 2018. At that time, Plaintiffs and Federal Defendants shall provide notice of settlement or explain why further briefing is necessary." Order dated May 21, 2018 (Doc. 97 in 16-53-M-DWM). This Joint Settlement Agreement and Stipulation responds to this Court's Order.

WHEREAS, the United States District Court for the District of Montana issued its Order in the two consolidated cases, *Save Our Cabinets v. U.S. Dept. of Agriculture*, Civ No. 16-53-M-DWM, and *Libby Placer Mining Company v. U.S. Forest Service*, Civ. No. 16-56-M-DWM. *See* 254 F.Supp.2d 1241 (D. Mont.

2017). The Court issued its Judgment in a Civil Case for both cases on June 29, 2017 (Doc. #75 in 16-53-M-DWM).

WHEREAS, plaintiffs Save Our Cabinets, et al. ("SOC") filed its Motion for Attorney's Fees and Expenses on March 23, 2018 (Doc. #90 in 16-53-M-DWM) and Libby Placer Mining Co. filed its Motion for Attorney's Fees and Expenses on the same day (Doc. # 85 in 16-56-M-DWM); and

WHEREAS, all parties to this Settlement Agreement agree that it is in their interests and the interest of judicial economy to finally resolve all claims for attorneys' fees and costs arising out of the above-described litigation;

NOW, THEREFORE, the parties hereby stipulate and agree as follows:

1. Federal Defendants, U.S. Department of Agriculture and U.S. Forest Service et al., agree to pay the following amounts to Plaintiffs in full satisfaction of the claims of all Plaintiffs for attorneys' fees, costs, and expenses in both cases:

To SOC	\$144,910.28 (\$142,709 in fees; \$2,201.28 in costs.)
To Libby Placer Mining Co.	\$68,022.83 (\$67,132.04 in fees; \$890.79 in costs.)

The \$144,910.28 payment to SOC shall be accomplished by an electronic payment to the following account held by SOC's attorneys:

Bank: Bank of the West
Account Name: COLTAF Account, Western Mining Action Project
Federal Taxpayer Number (EIN): 84-1303333
Routing Number: REDACTED
Account Number: REDACTED

The \$68,022.83 payment to Libby Placer Mining Co. shall be accomplished by an electronic payment to the following account held by Libby Placer Mining Co.'s attorneys:

Bank: First Interstate Bank
Account Name: Morrison, Sherwood, Wilson & Deola Client Trust
IOLTA Account
Federal Taxpayer Number (EIN): 81-0387704
Routing Number: REDACTED
Account Number: REDACTED

Payment shall be made promptly, and in any event within 45 days of the date of the filing of this Joint Settlement Agreement and Stipulation.

2. Plaintiffs agree to accept the payment set forth above in full satisfaction of any and all claims that have been or could have been brought for attorneys' fees, costs, and expenses related to both cases. Plaintiffs agree that this payment from Federal Defendants shall operate as a release of Plaintiffs' claims for attorneys' fees, costs, and expenses in both cases.

3. Plaintiffs shall send or email written confirmation of the receipt of the payment to the Federal Defendants within fourteen (14) days of receiving the payment.

4. Within fourteen (14) days of receiving the written confirmation, Plaintiffs and Federal Defendants shall jointly move this Court to dismiss both Motions for Attorney's Fees and Expenses referenced above.

5. No provision in this Settlement Agreement shall be interpreted as a commitment or requirement that Federal Defendants obligate or pay funds in violation of the Anti-Deficiency Act, 31 U.S.C. § 1341, or any other law or regulation.

6. By this Settlement Agreement, Federal Defendants do not waive any right to contest fees claimed by Plaintiffs or their counsel, including the hourly rate, in any future proceedings, and Plaintiffs and their counsel do not waive any right to claim such fees or costs, in any future litigation. This Settlement Agreement represents a compromise of disputes and does not represent an admission by any party to any fact, claim, or defense in any issue. This Settlement Agreement has no precedential value and its contents shall not be used as evidence in this or any other litigation, except as necessary to enforce the terms of the Agreement.

7. This document sets forth the entire Settlement Agreement between the parties for the settlement of all claims for attorneys' fees, costs, and expenses related to both cases. All previous understandings, agreements, and communications prior to the date hereof, whether express or implied, oral or written, relating to the subject matter of this Settlement Agreement, are fully and completely extinguished and superseded by this Settlement Agreement. No

modification of this Settlement Agreement shall be valid unless expressly consented to in writing by all parties affected by the modification.

8. This Settlement Agreement shall be governed by and construed under federal law.

9. The effective date of this Settlement Agreement shall be the date of execution of the agreement as set forth below.

10. The undersigned representatives of the parties certify that they are fully authorized by the party or parties whom they represent to enter into the terms and conditions of this Settlement Agreement and to legally bind the parties to it.

IN WITNESS WHEREOF, the parties enter into this Settlement Agreement.

DATED: June 19, 2018

/s/ David K.W. Wilson, Jr.

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